

Res 574
Significant

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Administration / Information Management	CONTRACT/ADDENDUM #: 12298																											
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 80%;">Contract</th> <th style="width: 10%;">Addendum</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">↓</td> <td style="text-align: center;">If Addendum, please include original contract number</td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table>		Contract	Addendum	↓	If Addendum, please include original contract number	↓	<input checked="" type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Property Sale	<input type="checkbox"/>																										
<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: <u>02/01/2015</u> To: <u>04/30/2018</u>																												
4. Amount of Contract or Addendum \$901,061.52																												
5. Purpose: Renewal of Microsoft Enterprise Agreement for licensing of Microsoft SQL (Effective 2/1/15) & Data Center (Effective 5/1/15) environments. This agreement is issued as a Server Cloud Enrollment (SCE).																												
6. Vendor or Funding Source: CDW Government, LLC																												
7. MUNIS Vendor Code: 1244																												
8. Bid/RFP Number:																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input type="checkbox"/> NO																												
10. Are funds included in the budget? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. <u>CPADMIN 57845</u> Amount \$ <u>\$901,061.52</u> Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval																												

CONTRACT REVIEW/APPROVALS

Initials	Ftnt	Date In	Date Out
<u>MA</u> Received	_____	<u>3-11-15</u>	_____
<u>CH</u> Controller	_____	_____	<u>3/11/15</u>
<u>CH</u> Corporation Counsel	_____	<u>3/11/15</u>	<u>3/11/15</u>
<u>Y</u> Risk Management	_____	<u>3/11/15</u>	<u>3/11/15</u>
<u>A</u> ADA Coordinator	_____	<u>3/11/16</u>	<u>3/11/15</u>
<u>CW</u> Purchasing Agent	_____	<u>3/11/15</u>	<u>3/11/15</u>
_____ County Executive	_____	_____	_____

VENDOR

Vendor Name & Address
Contact Person
Phone No.
E-mail Address

Footnotes:

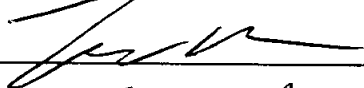
1. _____
2. _____

Return To: Name/Title: <u>John Mueller/Interim Applications Manager</u> Dept.: <u>Administration/Information Management</u>
Phone: <u>608-266-9047</u> Mail Address: <u>210 MLK Jr. Blvd - Room 524</u>
E-mail: <u>mueller.john@countyofdane.com</u> <u>Madison, WI. 53703</u>

CERTIFICATION

The attached contract: *(Check as many as apply)*

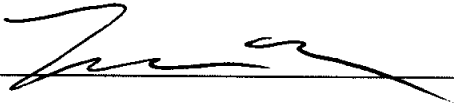
- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 3/11/15 Signed: 
 Telephone Number: 6-4519 Print Name: Travis Myres


MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

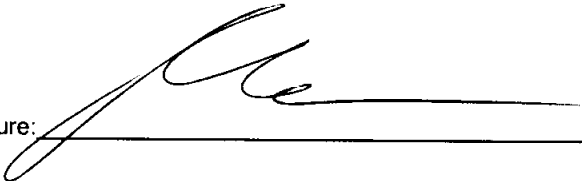
1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 3/11/15 Signature: 

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 3/11/15 Signature: 

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 3/11/15 Signature: 

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

Program Signature Form

MBA/MBSA number

000-nancycal-S1884

Agreement number

01E62785

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Server and Cloud Enrollment	X20-12422
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	X20-06374
Amendment	M161 (NEW)
Amendment	CTM (NEW)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer	
Name of Entity (must be legal entity name)*	Dane County
Signature*	_____
Printed First and Last Name*	_____
Printed Title	_____
Signature Date*	_____
Tax ID	_____

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	Microsoft Corporation
Signature _____	
Printed First and Last Name	
Printed Title	
Signature Date (date Microsoft Affiliate countersigns)	
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Server and Cloud Enrollment

State and Local

Server and Cloud Enrollment number <i>Microsoft to complete</i>	
Previous Enrollment number <i>Reseller to complete</i>	7065548

This Enrollment must be attached to a signature form to be valid.

This Microsoft Server and Cloud Enrollment is entered into between the entities identified on the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or Customer's Affiliate, that entered into the Enterprise Agreement identified on the signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) the Online Services Supplemental Terms and Conditions if the Agreement is a version 2010 or earlier and Enrolled Affiliate is ordering Online Services, and (6) any order submitted under this Enrollment. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement. If this Enrollment is entered into under an Enterprise Agreement version 2009 or earlier, the terms and conditions of this Enrollment supersede any conflicting terms and conditions in the Enterprise Agreement with respect to Products licensed under this Enrollment.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire on the last day of the month, 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another Enrollment or agreement, the previous Enrollment or agreement number must be identified in the appropriate box above. If renewing from multiple Enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions also apply:

"Additional Product" means any Product identified as such in the Product List, excluding any Server and Tools Product or Windows Azure Services, and chosen by Enrolled Affiliate under this Enrollment.

"Baseline Agreements" means all Microsoft license agreements, including, without limitation, volume licensing agreements, OEM licenses and retail licenses, under which any Affiliate in the Enterprise uses the selected Server and Tools Products. Baseline Agreements do not include license agreements under which the Enterprise has the right to allow unaffiliated third parties to access and use Server and Tools Products.

"Baseline Licenses" means Existing Baseline Licenses and New Baseline Licenses, collectively.

"Existing Baseline Licenses" means all Licenses in use by any Affiliate in the Enterprise for the selected Server and Tools Products that were obtained under any Baseline Agreement before this Enrollment.

"Expiration Date" means the date upon which the Enrollment expires.

"L&SA" means a License and Software Assurance.

"New Baseline Licenses" means the quantity of Licenses for Server and Tools Products ordered under this Enrollment in excess of the Existing Baseline Licenses.

"Product Family" or "Family" means the group of Products designated as a Product Family on the Product Selection Form.

"Product Selection Form" means the document provided by Microsoft that (1) identifies all Baseline Licenses, (2) defines the Product Families, (3) establishes the Enrolled Affiliate's price levels for each Product pool and (4) specifies the minimum quantity of Licenses that must be ordered to qualify for this Enrollment.

"Server and Tools Product" means any Product identified as such in the Product Selection Form and chosen by Enrolled Affiliate to be included under this Enrollment.

"Subscription License" means, for purposes of this Enrollment, a fixed-term license that expires when the Enrollment expires or is terminated, unless the buyout option is exercised, even if otherwise designated on an invoice or purchase order. All Licenses for Online Services are Subscription Licenses. Some software Products may also be ordered on a subscription basis.

"Windows Azure Services" means one or more of the Windows Azure services or features made available to Enrolled Affiliate under this Enrollment by Microsoft and identified at <http://www.windowsazure.com/en-us/home/features/overview/>, except Windows Azure Marketplace (which is governed by separate terms).

2. Purpose.

This Enrollment enables Enrolled Affiliate to license Server and Tools Products and Windows Azure Services for its Enterprise. Enrolled Affiliate will designate the scope of its Enterprise in the section entitled "Enrolled Affiliate's Enterprise."

3. Product Use Rights and Service Level Agreement.

Enrolled Affiliate and its Enterprise may download, install and use software Products and access and use Online Services ordered under this Enrollment subject to the terms of this Enrollment, the applicable Product Use Rights and the Product List. In addition to applicable use rights terms of the Enterprise Agreement, the following terms apply to this Enrollment:

- a. Product Use Rights for Server and Tools Products.** For Server and Tools Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- b. Service Level Agreements for Windows Azure Services.** Microsoft will provide the Windows Azure Services to Enrolled Affiliate in accordance with the Service Level Agreements located at <http://www.microsoft.com/windowsazure/sla/> or at a successor site that Microsoft identifies. The terms of the Service Level Agreements current at the start of the applicable initial or renewal term of the Enrollment will be fixed for the duration of that term, except as applied to any new features that Microsoft may add during this time.

4. **Order requirements.**

a. **Minimum order requirements.** Enrolled Affiliate must order either Server and Tools Products or Windows Azure Services (or both) under this Enrollment as provided below:

(i) **Server and Tools Products.**

- 1) **Commitment.** Enrolled Affiliate must order and maintain, throughout the initial and any renewal term of this Enrollment, both of the following:
 - A. Software Assurance for all perpetual Existing Baseline Licenses that have been continuously covered by Software Assurance; and
 - B. L&SA or Subscription Licenses covering all other Baseline Licenses.
- 2) **Existing Baseline Licenses.** When ordering Server and Tools Products, Enrolled Affiliate must identify all Existing Baseline Licenses for at least one Server and Tools Product Family. Perpetual Licenses owned by Enterprise but not identified as Existing Baseline Licenses in the selected Product Family (or Families) at the start of this Enrollment may not be used during this Enrollment term.
- 3) **Initial Order.** Enrolled Affiliate's initial order must meet the minimum quantity requirements for at least one Product Family. The initial order must also include the following:
 - A. Software Assurance on all perpetual Existing Baseline Licenses that have been continuously covered under Software Assurance;
 - B. L&SA or Subscription License for each Existing Baseline License that has not been continuously covered under Software Assurance (including those covered by Software Assurance under an Enrollment for Application Platform that were not current on Software Assurance prior to the effective date of that Enrollment); and
 - C. L&SA or Subscription Licenses for all New Baseline Licenses.
- 4) **Effect of Subscription License coverage on Existing Baseline Licenses.** If Enrolled Affiliate orders Subscription Licenses for any Existing Baseline Licenses, the following provisions will apply for the duration of this Enrollment, notwithstanding any provisions to the contrary in the Baseline Agreements:
 - A. The use rights for those Existing Baseline Licenses will be superseded and replaced by the use rights for the Subscription Licenses.
 - B. The Existing Baseline Licenses shall be non-transferrable.
 - C. The Enrolled Affiliate and its Affiliates must continue to perform any obligations under their Baseline Agreement(s), including but not limited to making payments for any of the Existing Baseline Licenses.
 - D. When this Enrollment expires or is terminated, the Enrolled Affiliate or its Affiliates, as applicable, will have the rights under the Baseline Agreement(s) that it had as of the effective date of this Enrollment, unless it exercises its buy-out option as provided in this Enrollment.

(ii) **Windows Azure Services.**

- 1) **Monetary Commitment.** Enrolled Affiliate's initial order for Windows Azure Services must include a "Monetary Commitment," as further described in the Product List.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any subsequent orders.
- d. **Adding Products.**
- (i) **Adding new Products not previously ordered.**

- 1) New Server and Tools Products not included in a previously ordered Product Family may be added by entering into a new Enrollment or on renewal.
 - 2) New Server and Tools Products included in a previously ordered Product Family may be added at any time but must be included in the next annual true-up order.
 - 3) Orders for new Additional Products, other than Online Services, must be placed in the month the Additional Product is first used.
 - 4) Subscription Licenses for new Online Services other than Windows Azure Services must be ordered prior to use.
 - 5) Windows Azure Services may be added as provided in the Product List.
- (ii) Adding Licenses for previously ordered Products.**
- 1) Additional Licenses for previously ordered Products may be added at any time but must be included in the next annual true-up order.
 - 2) Additional Subscription Licenses for Online Services must be ordered prior to use unless the Online Services are (1) identified as eligible for true-up in the Product List or (2) included as part of other Licenses.
- e. Annual order.** Enrolled Affiliate must submit an annual order or update statement that accounts for any changes since the initial order or last order.
- (i) Annual order period.** A true-up order or update statement must be received by Microsoft between 60 and 30 days prior to the Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
 - (ii) True-up order.** Enrolled Affiliate must determine the maximum number of Products used since the latter of the initial order, the last true-up order, or the Enrollment's prior anniversary and submit a true-up order that accounts for any increase. For Subscription Licenses for Products other than Online Services, the true-up order must indicate the initial use date(s) for each additional Subscription License ordered.
 - (iii) Update statement.** An update statement must be submitted to show there is no change in the number of Products used within Enrolled Affiliate's Enterprise since the latter of the initial order, the last true-up order, or the prior Enrollment anniversary date. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses only on the Enrollment anniversary date and only as long as the minimum order requirements are maintained (as provided in the section entitled "Minimum order requirements"). Subscription Licenses added after the initial order may not be reduced on the anniversary date immediately following the order but must remain in effect at least until the subsequent anniversary date. Invoices will be adjusted to reflect any reductions in Subscription Licenses and will be effective as of the Enrollment anniversary date.
 - (v) Late true-up order.** If the annual true-up order is not received when due:
 - 1) Microsoft will invoice Enrolled Affiliate's Reseller for the following year for the quantity of Subscription Licenses ordered in the prior year; however, such invoice will not constitute a waiver of the annual order requirement; and
 - 2) Subscription License reductions will not take effect until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- f. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
- (i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up order process.

- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- g. Clerical Errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- h. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Agreement.

5. Pricing.

- a. Price levels.** Each Product is assigned to a Product pool as shown on the Product List. Prices levels (A, B, C or D) are set separately for each pool. Price levels for the applicable Product pools are set forth in the Product Selection Form. Enrolled Affiliate's price level for each Product pool under this Enrollment will be Level D.
- b. Setting prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Microsoft's prices for Resellers for each Product or Service ordered (except for Windows Azure Services) are fixed throughout the applicable Enrollment term.
- c. Windows Azure Services.** Pricing for Windows Azure Services is based on "Commitment Rates" and "Consumption Rates," as further described in the Product List.

6. Payment terms.

- a. L&SA and Software Assurance.** For the initial and any renewal order for L&SA and Software Assurance, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If spread payments are elected, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments unless indicated otherwise. The first installment will be invoiced to Enrolled Affiliate's Reseller upon Microsoft's acceptance of this Enrollment and additional installments will be invoiced on each Enrollment anniversary date. Subsequent orders will be invoiced to Enrolled Affiliate's Reseller upon acceptance of the order and must be paid upfront.
- b. Subscription Licenses (except Windows Azure Services).** Microsoft will invoice Enrolled Affiliate's Reseller annually in full upon acceptance of each order. Microsoft will invoice Reseller for annual orders on each Enrollment anniversary date.
- c. Windows Azure services.** The standard payment options for Windows Azure Services are described in the Product List.

7. End of Enrollment term and termination.

- a. General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order.
- b. End of term rights for Server and Tools Products.** Provided Enrolled Affiliate has paid for all required Licenses, including any Baseline Licenses, on the Expiration Date Enrolled Affiliate will have the following rights:
 - (i) **Existing Baseline Licenses with continuous Software Assurance.** For perpetual Existing Baseline Licenses continuously covered by Software Assurance, Enrolled Affiliate will have perpetual Licenses to use the latest version of the Server and Tools Product available (or any prior version) as of the Expiration Date, provided that the Existing Baseline Licenses are fully paid.
 - (ii) **Existing Baseline Licenses without continuous Software Assurance.** For perpetual Existing Baseline Licenses *not* continuously covered by Software Assurance

(including those covered by Software Assurance under an Enrollment for Application Platform that were not current on Software Assurance prior to the effective date of that Enrollment), Enrolled Affiliate will have perpetual Licenses to use the version of the Product that its Existing Baseline License entitled it to use at the effective date of this Enrollment, unless the Enrolled Affiliate exercises one of the end of term options described below.

(iii) New Baseline Licenses. For New Baseline Licenses (excluding Subscription Licenses), Enrolled Affiliate will have perpetual Licenses to use the latest version of the Product available (or any prior version) as of the Expiration Date.

c. Renewal. Enrolled Affiliate can renew Subscription Licenses and Software Assurance by renewing the Enrollment for one additional 36 full calendar month term or by signing a new Enrollment. Microsoft must receive a Product Selection Form and renewal order by the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft may make changes to this program that will make it necessary for Enrolled Affiliate to enter into new agreements and Enrollments at renewal.

d. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring L&SA.

(ii) Extended Term for eligible Online Services, including Windows Azure Services. For Online Services identified as eligible for an Extended Term in the Product List, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. If Enrolled Affiliate does not renew, Subscription Licenses for Online Services will automatically continue month-to-month for up to one year in accordance with the terms of the Enrollment ("Extended Term"). During the Extended Term, Online Services will be invoiced monthly (quarterly for Windows Azure Services) at the then-current published price (or Consumption Rate for Windows Azure Services) for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate does not want an Extended Term, Microsoft must receive a request not to extend no later than 30 days before the Expiration Date.

2) Cancellation during Extended Term. If Enrolled Affiliate does not intend to continue with the Extended Term, Enrolled Affiliate must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services without an Extended Term. If Enrolled Affiliate elects not to renew or exercise its buy-out rights for Products eligible for buy-out, Subscription Licenses will be cancelled and will terminate as of the Expiration Date. Any associated software must be uninstalled, media must be destroyed and the Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

e. Buy-out option.

(i) For Subscription Licenses. Enrolled Affiliate may buy out active Subscription Licenses acquired under this Enrollment for Products other than Online Services and acquire perpetual Licenses for the latest version of the Product as of the Expiration Date by placing an order for such Licenses.

(ii) Buy-out order date. Microsoft must receive the buy-out order no more than 30 days prior to the Expiration Date. The Expiration Date will be the invoice date for the buy-out order.

f. Customer Data. Upon expiration or termination of a subscription for Online Services, Microsoft will keep the Enterprise's Customer Data in a limited function account for 90 days so that Enrolled Affiliate may extract it using Microsoft's standard processes and tools. To the extent allowed by applicable law, Enrolled Affiliate will reimburse Microsoft if there are any associated costs. After 90 days Microsoft will disable Enrolled Affiliate's account and

will delete its Customer Data. Enrolled Affiliate agrees that, other than as described above, Microsoft has no obligation to continue to hold, export or return Enrolled Affiliate's Customer Data and that Microsoft has no liability whatsoever for deletion of Enrolled Affiliate's Customer Data pursuant to these terms.

- g. Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" Section of the Agreement. In addition, the following will constitute a breach of this Enrollment: (1) Enrolled Affiliate or any Affiliate in the Enterprise fails to timely pay for any Existing Baseline License or (2) any Existing Baseline Agreement is terminated for cause prior to full payment.
- h. Early termination.** If Enrolled Affiliate terminates this Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:

 - (i) It may immediately pay the total remaining amount due, including all installments, in which case, Enrolled Affiliate will have perpetual rights (1) for Server and Tools Products, as described in the section entitled "End of Term rights for Server and Tools Products" and (2) for Additional Products, for all Licenses (excluding Subscription Licenses) it has ordered (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term); or
 - (ii) It may pay only amounts due as of the termination date, in which case Enrolled Affiliate will have perpetual Licenses (for the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full, and (2) a proportional number of copies of Products it has ordered for which payment has been made.
- i. Early termination for Subscription Licenses.** Notwithstanding anything to the contrary in any of the documents that collectively constitute the Enterprise Agreement, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Enrolled Affiliate will have the following options with respect to Subscription Licenses:

 - (i) Enrolled Affiliate may obtain perpetual Licenses as described in the section entitled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
 - (ii) If not exercising the buy-out option, Enrolled Affiliate will receive a credit for any amount paid in advance that would apply after the date of termination.
- j. Early termination for Windows Azure Services.** Notwithstanding anything to the contrary in any of the documents that collectively constitute the Enterprise Agreement, if an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates this Enrollment because Enrolled Affiliate has ceased to be Customer's Affiliate, then Microsoft will issue Reseller a credit for any remaining Monetary Commitment for Windows Azure Services.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities.

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates.

Enrolled Affiliate only

Enrolled Affiliate and the following Affiliate(s) (Only identify specific Affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment. Check only one box in this section:

Enrolled Affiliate's Enterprise will include all new Affiliates acquired or created after the start of this Enrollment

Enrolled Affiliate's Enterprise will **not** include all new Affiliates acquired or created after the start of this Enrollment

If no selection is made, or if both boxes are checked, Microsoft will deem the Enterprise to include all future Affiliates.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The Primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name)* Dane County

Contact name: First* Marvin Last* Klang
Contact email address* klang@countyofdane.com
Street address* 210 Martin Luther King Jr Blvd, Room 425
City* Madison
State/Province* WI
Postal code* 53703-3345
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 608-266-4966
Tax ID
** indicates required field*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to reserve Licenses for eligible Online Services, including adding or reassigning Licenses, stepping-up, and initiating Transitions prior to a true-up order.

Same as primary contact (default if no information is provided below, even if box is not checked)

Name of entity*:

Contact name: First* Last*

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required field*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Last*

Contact email address*

Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

- d. **Reseller information.** Reseller's contact for this Enrollment is:

Reseller company name* CDW Logistics, Inc.

Street address (PO boxes will not be accepted)* 200 N. Milwaukee Ave

City* Vernon Hills

State/Province* IL

Postal code* 60061

Country* USA

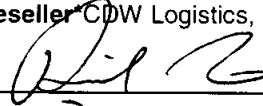
Contact name* Richard Nice

Phone* 847-371-7054

Contact email address* richnic@cdw.com

** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Name of Reseller*	CDW Logistics, Inc.
Signature*	
Printed name*	RICHARD NICE
Printed title*	MICROSOFT LICENSE SPECIALIST
Date*	7-4-2015

* indicates required field

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the Notices Contact and Online Administrator remains the default.*
- (i) Additional Notices Contact
 - (ii) Software Assurance Manager
 - (iii) Subscriptions Manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing.**

Is a purchase under this Enrollment being financed through MS Financing? No

4. **Upfront Payment.**

Does Enrolled Affiliate wish to pay upfront as allowed in the Payment terms section of this Enrollment?
No

Server and Cloud Enrollment Product Selection Form

This document must be attached to a signature form to be valid.

Terms used but not defined herein will have the meaning provided in the Enrollment.

Price Levels for Server and Tools Products and Additional Products:

Agreement or Enrollment Name		Agreement or Enrollment Number	
None			
Server Pool Price Level	Applications Pool Price Level	Systems Pool Price Level	
D	D	D	

Instructions: Fill out the Product Selection Form (PSF), and the associated Customer Price Sheet (CPS) according to the table below.

Baseline Licenses at Enrollment Effective Date	Product Selection Form	Customer Price Sheet SKUs
Licenses with Software Assurance	Existing Baseline Licenses with continuous Software Assurance	SA
Licenses only	Existing Baseline Licenses without continuous Software Assurance	MSU
New Subscription Licenses	New Subscription Licenses	MSU
New Licenses	New Licenses with Software Assurance	LicSAPk

Determining the number of Licenses and SKUs

Enter the actual number of licenses in the PSF. Some SKUs (SQL and Biztalk) include more than one license. For such SKUs, divide the number of licenses on the PSF by the number of licenses included in each SKU to determine the quantity of SKUs to enter on the Customer Price Sheet.

Product Selection Form					
Product selection		Baseline Licenses			
		<u>Existing Baseline Licenses</u>		<u>New Baseline Licenses</u>	
		Existing Licenses with Software Assurance	Existing Licenses without Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
Product Family	Product				
SQL Server*	SQL Server Enterprise Per Core	120			
	SQL Server Business Intelligence Server				
	SQL Server Standard Per Core	6			
	SQL Server Standard Server				
	SQL Server CAL				
SQL Server Parallel Data Warehouse	SQL Server Parallel Data Warehouse Per Core				
BizTalk Server	BizTalk Server Enterprise Per Core				
	BizTalk Server Standard Per Core				
	BizTalk Server Branch Per Core				
Visual Studio	Visual Studio Ultimate with MSDN				
	Visual Studio Premium with MSDN				
	Visual Studio Test Professional with MSDN				
	Visual Studio Team Foundation Server CAL				

Product Selection		Baseline Licenses			
		Existing Baseline Licenses		New Baseline Licenses	
		Existing Licenses with Software Assurance	Existing Licenses without Software Assurance	New Subscription Licenses	New Licenses with Software Assurance
Product Family	Product				
Visual Studio (Continued)	MSDN Platforms				
	Visual Studio Deployment Standard				
	Visual Studio Deployment Datacenter				
SharePoint Server	SharePoint Server				
Azure	Azure Monetary Commitment	For Azure only SCE, the monetary commitment is tracked on the CPS if applicable			
Core Infrastructure Suite	CIS Datacenter	17			
	CIS Standard	15			
	Windows Server Datacenter	**	***	N/A	N/A
	System Center Datacenter	**	N/A	N/A	N/A
	Windows Server Standard	**	***	N/A	N/A
	System Center Standard	**	N/A	N/A	N/A

*SQL Server Enterprise Edition Server (non-core) licenses are not required as part of the baseline, however SA renewal is available as an additional product. If customers choose not to renew SA, it cannot be attached later.

**Quantities of Windows Server and System Center Licenses with continuous Software Assurance can be combined to renew CIS SA as described in the Product List, or added to the CPS using the appropriate L+SA CIS w/o SKU where the quantity of each is different. For example, 100 Windows Server and 100 System Center licenses with Software Assurance can be combined as 100 CIS SA renewals (of the equivalent edition). 100 Windows Server and 50 System Center licenses with Software Assurance can be combined as 50 CIS licenses (of the equivalent edition) and 50 L&SA CIS w/o Windows Server.

***Quantities of Windows Server and System Center without continuous Software Assurance will be added as full CIS subscriptions.

Minimum Purchase Requirements

Product Family	Minimum Initial Order
SQL Server	The quantity of SQL Per Core licenses needed for 50 cores OR 5 SQL Server editions with 250 CALs (SQL Server editions require CALs)
SQL Server Parallel Data Warehouse	32 Cores. The SQL Server product family must be selected in the above table. The SQL Parallel Data Warehouse Cores apply toward the SQL Per Core edition minimums.
BizTalk Server	24 Cores of any combination of Biztalk Server Editions. The SQL Server product family must be selected in the above table.
Visual Studio	20 Licenses of any combination of: Visual Studio Ultimate with MSDN and Visual Studio Premium with MSDN. A Baseline License is required for each user of any software licensed through MSDN subscription. Use of MSDN Software includes, but is not limited to, developing and testing programs using the software as well as installing, configuring and managing the software. Examples of users include (but are not limited to): developers, testers, and other IT employees interacting with application development infrastructure.
SharePoint Server	5 Servers. The SQL Server product family must be selected in the above table.
Core Infrastructure Suites	All licensed Windows Server deployments must be licensed with an appropriate Core Infrastructure Suite SKU. Minimum order is 25 licenses for 50 processors (each license covers up to 2 physical processors) for Core Infrastructure Server Suites Standard or Datacenter (either edition or any combination of both)

Server and Cloud Enrollment Cloud-Ready Customer Objections Amendment ID M161

Enrollment Number

000-nancyca1-S1884

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended by adding the following new section:

Customer normally would be required to sign a current version of the Enrollment, plus either the Online Services Supplemental Terms and Conditions or current version of the Microsoft Business and Services Agreement. As an accommodation, Microsoft agrees to allow Customer to renew while not meeting these criteria. Notwithstanding anything to the contrary, the Enrollment may not be renewed for an additional term. Prior to the expiration of the Enrollment, Customer will be advised by Microsoft of its renewal options.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Enrollment for Server and Cloud Amendment ID CTM

000-nancyca-S1884

This amendment ("Amendment") is entered into between the parties identified on the signature form. All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment. The parties agree that the Enrollment is amended by adding the following:

1. Customer has requested to combine and renew licenses from expired Enrollment 7065548 and expiring Enrollment 4895147 into a renewal Server and Cloud Enrollment. To renew the lapsed Software Assurance, entity may submit a renewal order no later than 90 days after the expiration date of Enrollment / Authorization number(s) 7065548.
2. The effective date of this Enrollment will be May 1, 2015.
3. The price of the items from expired Enrollment 7065548 will be inclusive of a prorated uplift of Software Assurance from such expiration until the effective date as indicated above.

This Amendment shall automatically terminate upon any termination or expiration of the Enrollment. In addition, Microsoft shall have the right to immediately terminate this Enrollment in the event Customer breaches any obligation in this Amendment. Except for changes made by this Amendment, the Enrollment remains unchanged and in full force and effect.

This amendment must be attached to a signature form to be valid.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Dane County

Contract that this form is attached to: Other

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s) and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number and expiration date of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement /Affiliate Registration Description	Enrollment/ Agreement/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Enterprise Enrollment	7065548	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Enterprise Enrollment	4895147	<input checked="" type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
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